

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Jeffrey W. Dulberg (State Bar No. 181200) John W. Lucas (State Bar No. 271038) PACHULSKI STANG ZIEHL & JONES LLP 10100 Santa Monica Blvd., 13th Floor Los Angeles, CA 90067 Telephone: 310/277-6910 Facsimile: 310/201-0760 Email: jdulberg@pszjlaw.com jlucas@pszjlaw.com</p> <p><input type="checkbox"/> <i>Movant(s) appearing without an attorney</i> <input checked="" type="checkbox"/> <i>Attorney for Movant(s)</i></p>	<p>FOR COURT USE ONLY</p>
<p align="center">UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION</p>	
<p>In re:</p> <p>LESLIE KLEIN,</p> <p align="right">Debtor.</p>	<p>CASE NO.: 2:23-bk-10990-SK</p> <p>CHAPTER: 11</p> <p align="center">DECLARATION THAT NO PARTY REQUESTED A HEARING ON MOTION LBR 9013-1(o)(3)</p> <p align="center">[No Hearing Required]</p>

1. I am the ☐ Movant(s) or ☒ attorney for Movant(s) or ☐ employed by attorney for Movant(s).
2. On *(date)*: 09/20/2023 Movant filed a motion or application (Motion) entitled: Chapter 11 Trustee's Application to Employ the Law Offices of Goldfarb Gross Seligman & Co. as Special Litigation and Real Estate Counsel Effective as of September 12, 2023 [Docket No. 370]
3. A copy of the Motion and notice of motion is attached to this declaration.
4. On *(date)*: 09/20/2023 Movant(s), served a copy of ☐ the notice of motion or ☒ the Motion and notice of motion

on required parties using the method(s) identified on the Proof of Service of the notice of motion.

5. Pursuant to LBR 9013-1(o), the notice of motion provides that the deadline to file and serve a written response and request for a hearing is 14 days after the date of service of the notice of motion, plus 3 additional days if served by mail, or pursuant to F.R.Civ.P. 5(b)(2)(D) or (F).
6. More than 17 days have passed after Movant(s) served the notice of motion.
7. I checked the docket for this bankruptcy case and/or adversary proceeding, and no response and request for hearing was timely filed.
8. No response and request for hearing was timely served on Movant(s) via Notice of Electronic Filing, or at the street address, email address, or facsimile number specified in the notice of motion.
9. Based on the foregoing, and pursuant to LBR 9013-1(o), a hearing is not required.

Movant(s) requests that the court grant the motion and enter an order without a hearing.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: 10/09/2023

/s/ Jeffrey W. Dulberg

Signature

Jeffrey W. Dulberg

Printed name

Jeffrey W. Dulberg (State Bar No. 181200)
John W. Lucas (State Bar No. 271038)
PACHULSKI STANG ZIEHL & JONES LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: 310/277-6910
Facsimile: 310/201-0760
E-mail: jdulberg@pszjlaw.com
jlucas@pszjlaw.com

Counsel to Bradley D. Sharp, Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

LESLIE KLEIN,

Debtor.

Case No.: 2:23-bk-10990-SK

Chapter 11

**CHAPTER 11 TRUSTEE'S
APPLICATION TO EMPLOY THE LAW
OFFICES OF GOLDFARB GROSS
SELIGMAN & CO. AS SPECIAL
LITIGATION AND REAL ESTATE
COUNSEL EFFECTIVE AS OF
SEPTEMBER 12, 2023; DECLARATION
OF JEREMY BENJAMIN IN SUPPORT
THEREOF**

[No Hearing Required Pursuant to Local
Bankruptcy Rules 2014-1(b)(1) and
9013-1(o)]

Bradley D. Sharp, the duly appointed, authorized and acting chapter 11 trustee (the
“**Trustee**”) in the above-captioned bankruptcy case (the “**Case**”) of Leslie Klein (the “**Debtor**”),
hereby files this application (the “**Application**”) to employ the Law Offices of Goldfarb Gross
Seligman & Co. (the “**Firm**”) whose business office is located at Ampa Tower, 98 Yigal Alon
Street, Tel Aviv 6789141 ISRAEL, as special litigation and real estate counsel in this Case, effective
as of September 12, 2023.

1 This Application is brought pursuant to section 327, 330 and 331 of title 11 of the United
2 States Code (the “**Bankruptcy Code**”), Federal Rule of Bankruptcy Procedure 2014, and Local
3 Bankruptcy Rule 2014-1. In support of the Application, the Trustee respectfully represents as
4 follows:

5 **I.**

6 **BACKGROUND**

7 On February 22, 2023, the Debtor filed a voluntary petition for relief under subchapter V of
8 Chapter 11 of the Bankruptcy Code.

9 On April 24, 2023, creditors Erica and Joseph Vago filed a *Motion for Order Dismissing*
10 *Debtor’s Chapter 11 Bankruptcy Case* (the “**Motion to Dismiss**”) [Docket No. 79].

11 On May 17, 2023, at a hearing held on the Motion to Dismiss, the Court ruled that the
12 appointment of a chapter 11 trustee, and not dismissal of the Case, was in the best interests of the
13 estate (the “**Estate**”).

14 On May 23, 2023, the UST filed a *Notice of Appointment of Chapter 11 Trustee* [Docket No.
15 151], appointing Bradley D. Sharp to serve as chapter 11 Trustee.

16 On May 23, 2023, the UST Filed an Application for Order Approving Appointment of
17 Trustee and Fixing Bond [Docket No. 154], approved by order entered the same day [Docket No.
18 155]. On that same day, the Trustee accepted his appointment [Docket No. 156].

19 This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28
20 U.S.C. §§ 1408 and 1409.

21 **II.**

22 **RELIEF REQUESTED**

23 The Trustee seeks Court approval to retain the Firm, effective as of September 12, 2023,
24 primarily to advise him with respect to the estate's assets and the Debtor's financial affairs in Israel.
25 This advice may include, but not be limited to, recognition of the Debtor's bankruptcy proceeding in
26 Israeli courts, assisting with the monetization of real property assets as reflected in the Debtor's
27 bankruptcy schedules, and investigating whether and to what extent the estate holds other claims or
28 assets in Israel. A true and correct copy of the retention agreement between the Trustee and the Firm

1 is attached as **Exhibit C** to the Declaration of Jeremy Benjamin (the “Benjamin Declaration”),
2 attached hereto.

3 The Trustee desires to retain the Firm because of its expertise in Israeli litigation and real
4 matters. The Firm is Israel’s largest law firm, and is among the elite group of firms that deliver top-
5 tier legal services at international standards. The Firm, which traces its history back over 90 years,
6 offers clients extensive experience in various fields of law. The Firm employs over 400 attorneys
7 who offer clients a wide spectrum of legal services. The Firm focuses on the following core practice
8 areas: corporate and capital markets in Israel and overseas, litigation, real estate, planning and
9 construction, and taxation both in Israel and internationally. The Firm also offers highly specialized
10 practices in the industries of labor law, antitrust and competition, infrastructure, regulation,
11 intellectual property and privacy, energy, finance, banking, insurance, environmental law, and more.

12 **III.**

13 **DISINTERESTEDNESS**

14 To the best of the Trustee’s knowledge and based upon the Benjamin Declaration, the Firm
15 does not have any connection with the Trustee, the Debtor, any creditors of the Estate, any party in
16 interest herein, the United States Trustee, or any person employed in the Office of the United States
17 Trustee, except to the extent set forth in the Benjamin Declaration.

18 The Firm understands that the Trustee has retained and may retain additional professionals
19 during the term of the engagement. The Firm may have worked with the additional professionals in
20 the past and agrees to work cooperatively with such professionals on this Case to integrate any
21 respective work conducted by the professionals on behalf of the Trustee. The Firm has assured the
22 Trustee that it will work closely with each of these firms to take care not to duplicate efforts in this
23 Case.

24 To the best of the Trustee’s knowledge, and based on the Benjamin Declaration, the Firm
25 does not represent any interest adverse to that of the Estate. Accordingly, the Firm is a
26 “disinterested” person, as the Trustee understands this term to be defined, within the meaning of
27 section 101(14) of the Bankruptcy Code.
28

IV.

COMPENSATION

Subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, the Trustee proposes to pay the Firm its customary hourly rates in effect from time to time and to reimburse the Firm according to its customary reimbursement policies. The Firm's current hourly rates are as follows:

Partner: \$450 - \$750

Senior Counsel: \$310 - \$500

Associate: \$250 - \$390

Apprentice: \$160

The Firm customarily bills its clients in increments of quarterly hours¹ and requests authority to do so in connection with this engagement.

The Firm has not received any retainer in contemplation of its proposed employment. However, it is contemplated that the Firm will seek interim compensation during the Case as permitted by sections 330 and 331 of the Bankruptcy Code and Bankruptcy Rule 2016. The Firm understands that its compensation in the Case is subject to the prior approval of this Court. No compensation will be paid except upon application to and approval by this Court after notice and a hearing in accordance with sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, and Local Bankruptcy Rule 2016-1.


Pursuant to Local Bankruptcy Rule 2014-1(b)(4), a hearing is not required in connection with the Application unless requested by the United States Trustee, a party in interest, or otherwise ordered by the Court. Pursuant to Local Bankruptcy Rule 2014-1(b)(3), any response to the Application and request for hearing must be in the form prescribed by Local Bankruptcy Rule 9013-1(f) and must be filed with the Court and served upon the Trustee, its proposed counsel, and the United States Trustee no later than fourteen (14) days from the date of service of notice of the filing of the Application.

¹ plus Value Added Tax, where applicable

1 Notice of filing of this Application was provided to the Office of the United States Trustee
2 and all parties who filed and served a request for special notice as of the date of service of the
3 Application.

4 **WHEREFORE**, the Trustee requests that this Court approve the employment of the Law
5 Offices of Goldfarb Gross Seligman & Co. as special litigation and real estate counsel, effective as
6 of September 12, 2023, to render services as described above, with compensation to be paid by the
7 Estate as an administrative expense in such amounts as this Court may hereafter determine and
8 allow.

9 Dated: September 20, 2023

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12 _____
13 Bradley D. Sharp
14 Chapter 11 Trustee
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Jeffrey N. Pomerantz (State Bar No. 143717)
Jeffrey W. Dulberg (State Bar No. 181200)
PACHULSKI STANG ZIEHL & JONES LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: 310/277-6910
Facsimile: 310/201-0760
E-mail: jpomerantz@pszjlaw.com
jdulberg@pszjlaw.com

Counsel to Bradley D. Sharp, Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

LESLIE KLEIN,

Debtor.

Case No.: 2:23-bk-10990-SK

Chapter 11

**DECLARATION OF JEREMY
BENJAMIN IN SUPPORT OF CHAPTER
11 TRUSTEE'S APPLICATION TO
EMPLOY THE LAW OFFICES OF
GOLDFARB GROSS SELIGMAN & CO.
AS SPECIAL LITIGATION AND REAL
ESTATE COUNSEL EFFECTIVE AS OF
SEPTEMBER 12, 2023**

I, Jeremy Benjamin, declare and state as follows:

1. I am a partner of the Law Offices of Goldfarb Gross Seligman & Co. (the "**Firm**")¹, a law firm with offices located in Israel and Switzerland.

2. I make this declaration in support of the application (the "**Application**") filed by Bradley D. Sharp, Chapter 11 Trustee (the "**Trustee**") of the estate (the "**Estate**") of Leslie Klein (the "**Debtor**"), to employ the Firm as his special litigation and real estate counsel, effective as of September 12, 2023.

3. The name, address, and telephone number of the Firm are as follows:

¹ Capitalized terms not defined herein have the meanings used in the Application.

Law Offices of Goldfarb Gross Seligman & Co.
Ampa Tower
98 Yigal Alon Street
Tel Aviv 6789141 ISRAEL
Telephone: +972-3-6089999

4. The Firm is Israel's largest law firm and is among the elite group of firms that deliver top-tier legal services at international standards. The Firm, which traces its history back over 90 years, offers clients extensive experience in various fields of law. The Firm employs over 400 attorneys who offer clients a wide spectrum of legal services. The Firm focuses on the following core practice areas: corporate and capital markets in Israel and overseas, litigation, real estate, planning and construction, and taxation both in Israel and internationally. The Firm also offers highly specialized practices in the industries of labor law, antitrust and competition, infrastructure, regulation, intellectual property and privacy, energy, finance, banking, insurance, environmental law, and more.

5. I have, among other things, an expertise in private international law, specifically international jurisdiction, choice of law, and international arbitration. I represent companies and executives regarding insolvency issues and work with local counsel when clients of the Firm litigate or arbitrate outside of Israel. Additionally, I have expertise in the area of litigation and arbitration relating to corporate transactions and shareholder disputes, investment funds, financial services and fintech, and distribution and sales agency agreements. A copy of my resume is attached hereto as **Exhibit "A"**.

6. The Trustee has informed me that he desires to retain the Firm, at the expense of the Estate, to provide legal advice, counsel and representation in Israel related to the estate's assets and the Debtor's financial affairs in Israel. This advice may include, but not be limited to, recognition of the Debtor's bankruptcy proceeding in Israeli courts, assisting with the monetization of real property assets as reflected in the Debtor's bankruptcy schedules, and investigating whether and to what extent the estate holds other claims or assets in Israel.

7. To the best of my knowledge, neither the Firm nor any of its partners, counsel, or associates is representing the Debtor, or his principals or former employees, any creditor of the Estate, any party in interest, their respective attorneys or accountants, the United States Trustee, or

any person employed in the Office of the United States Trustee, in each such case, as their names are specified on the list of Potential Parties In Interest attached hereto as **Exhibit “B”**, except to the extent set forth below.

8. The Firm represents Citibank on matters unrelated to the Estate. I do not represent Citibank in any matter. Other than the foregoing, I am not aware of any current representations in unrelated cases of parties who are creditors of the Debtor or other parties, in each such case, as their names are specified on the list of Potential Parties In Interest attached hereto as **Exhibit “B”**. To the extent the Trustee’s continuing investigation of the business affairs of the Debtor and administration of the Case reveals additional connections with the Trustee, the Debtor, any creditors of the Estate, any party in interest herein, the United States Trustee, or any person employed in the Office of the United States Trustee, the Firm will supplement this declaration accordingly.

9. A true and correct copy of the Engagement for Legal Services between the Firm and the Trustee is attached hereto as **Exhibit “C”**.

10. To the best of my knowledge, the Firm does not represent any interest adverse to that of the Estate. Accordingly, the Firm is a “disinterested” person as that term is defined and used in sections 101(14) and 327 of the Bankruptcy Code.

11. I understand that the Trustee has retained and may retain additional professionals during the term of the engagement. The Firm may have worked with the additional professionals in the past and agrees to work cooperatively with such professionals on this Case to integrate any respective work conducted by the professionals on behalf of the Trustee. The Firm has assured the Trustee that it will work closely with each of these firms to take care not to duplicate efforts in this Case.

12. Subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, the Trustee proposes to pay the Firm its customary hourly rates in effect from time to time and to reimburse the Firm according to its customary reimbursement policies. The Firm’s current hourly rates are as follows:

Partner: \$450 - \$750

Senior Counsel: \$310 - \$500

Associate: \$250 - \$390

Apprentice: \$160

The Firm customarily bills its clients in increments of quarterly hours² and requests authority to do so in connection with this engagement.

13. The Firm has not received any retainer in contemplation of its proposed employment. However, it is contemplated that the Firm will seek interim compensation during the Case as permitted by sections 330 and 331 of the Bankruptcy Code and Bankruptcy Rule 2016. The Firm understands that its compensation in the Case is subject to the prior approval of this Court. No compensation will be paid except upon application to and approval by this Court after notice and a hearing in accordance with sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, and Local Bankruptcy Rule 2016-1.

14. The attorneys at the Firm that will be involved in the Case are familiar with the laws of Israel regarding insolvency proceedings and will comply with them.

15. The Firm has not represented and does not currently represent a related debtor, which name is specified on the list of Potential Parties In Interest attached hereto as **Exhibit "B"** in a bankruptcy case in this Court or any other court.

To the best of my knowledge, after conducting or supervising the investigation described above, I declare under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct.

Executed this 20th day of September 2023, at Tel Aviv, ISRAEL.



Jeremy Benjamin

² plus Value Added Tax, where applicable

EXHIBIT A

Attorney Biography



Goldfarb Seligman

Law Offices | Established 1930

GROSS GKH

— LAW FIRM —

GOLDFARB GROSS SELIGMAN & CO.

Merged as of January 2023

Goldfarb Gross Seligman & Co.

Goldfarb Gross Seligman & Co., Israel's largest law firm, is among the elite group of firms that deliver top-tier legal services at international standards. Tracing our history back over 90 years, we offer clients extensive experience in various fields of law.

Human Capital

The firm is comprised of over 500 attorneys, including more than 200 partners. With expertise in a wide spectrum of legal services, we provide sophisticated legal solutions utilizing an innovative, multidisciplinary approach that integrates experts from a variety of fields into a seamless team.

Professional Approach

At the heart of our professional philosophy is the belief that every client is unique, with its own issues and considerations. We provide personalized service tailored to each client's particular needs, combined with the advantages that a large 'one-stop-shop' law firm with a global reach can offer.

Practice Areas

The firm specializes in an array of legal practice areas, including hi-tech and VC; corporate and capital markets; M&A; real estate, planning and construction; litigation; corporate recovery and insolvency; and tax; as well as banking and finance; labor law; intellectual property and privacy; antitrust; industry; energy and infrastructure; regulation; environmental law; administrative law; and more.

Excellence

We are consistently ranked among the leading law firms in Israel in multiple practice areas by international and local ratings, such as Chambers & Partners, The Legal 500, BDI, Dun's 100 and others, in light of our extensive legal and commercial experience in the local and global arenas, our deep legal understanding and our commitment to quality, excellence, integrity and discretion, making us the firm of choice for the most discerning clients, both in Israel and overseas.

Community

The firm has a well-established tradition of community engagement, expressed both by monetary donations and volunteer work. We place a strong emphasis on pro bono work, viewing it as a social mission. We believe that providing legal services to organizations and individuals that pursue worthy causes but cannot afford quality professional legal counsel is our moral obligation. We view this as an integral part of the firm's legacy and one of its guiding principles.

- 2 -

Corporate Recovery and Insolvency

Comprehensive Legal Advice

Goldfarb Gross Seligman & Co. possesses unique expertise regarding corporate recovery and insolvency. Our professional teams provide ongoing legal counsel to clients regarding all aspects of the field, including corporate recovery, corporate and individual liquidations, receiverships, insolvencies and debt settlements. Our firm advises various proceedings in the field, including some of the most complex proceedings and settlements in Israel.

Array of Services

the firm handles voluntary and court mandated liquidations; receivership proceedings on behalf of banks and secured creditors; creditors' agreements; stay of proceedings; and more. The extensive experience, together with the significant, long term work relations with the key entities in the field – as well as relevant regulatory entities, enable our professional teams to offer comprehensive and creative services covering commercial and legal aspects at any stage and at various levels of complexity.

Broad Client Base

Our firm advises on corporate and individual recovery, liquidations, receiverships and debt settlements of companies, groups and individuals operating in a broad array of sectors. Among our clients in this field are local and international corporations, private and public companies, trustees, shareholders, creditors, directors, and others.

Shirin H. Herzog

Partner,
International Corporate
and Hi-Tech Department



Adv. Herzog possesses unique expertise in M&A, corporate governance and international transactions.

Adv. Herzog has vast experience in advising on complex large-scale transactions, and accumulated extensive knowledge in the field. She advises clients on public and private company mergers and acquisitions, corporate restructurings, private equity investments, finance transactions, commercial transactions, tender offers and public offerings. In addition, Adv. Herzog provides ongoing advice to domestic and foreign clients regarding various corporate matters, including corporate governance and matters related to the Israeli Companies Law.

Over the years, Adv. Herzog led a variety of cutting-edge, complex cross-border transactions requiring multifaceted advice on an array of issues. The extensive experience accumulated by Adv. Herzog in advising clients on multinational transactions, alongside her far-reaching multi-jurisdictional expertise, particularly in the US and Europe, enable Adv. Herzog to provide comprehensive legal advice on a broad range of corporate, commercial and financial matters, in Israel and overseas.

Among Adv. Herzog's clients are leading international corporations, private and public companies, global private equity funds and private investors.

Adv. Herzog was recognized as one of Israel's leading attorneys in the commercial, corporate and M&A fields by the international guide The Legal 500. Further to her recognition in years before, she was recognized in 2022 as a "Highly Regarded" attorney by the IFLR1000.

Adv. Herzog was chosen as "Israel's leading and most influential female attorney in the M&A field" by "*Melomadot*", which ranked Israel's top 35 most influential female attorneys, each in her respective field.

Alongside her professional activities, Adv. Herzog regularly lectures before professional groups, such as the Israel Bar Association, the International Bar Association and delegations of investors. She previously served as an Adjunct Professor of Law at Georgetown University Law Center, where she taught a course on "Corporate Governance: a Non-US Perspective". Adv. Herzog also publishes articles and is interviewed in the media on areas of her expertise.

In the past, Adv. Herzog worked as an associate in the Corporate and Banking Department of Simpson Thacher & Bartlett in New York.

- 4 -

Education	LL.M. (with distinction), Corporation Law, New York University School of Law, New York, 1990 LL.B., Hebrew University, 1987; Teaching Assistant in Taxation Law.
Member	Israel Bar Association, 1988 New York State Bar Association, 1990

- 5 -

Jeremy Benjamin

Partner,
Vice Head of the
Corporate,
Administrative and Class
Actions Litigation
Department



Adv. Benjamin specializes in corporate and contract disputes. He handles litigation and arbitration relating to corporate transactions and shareholder disputes, investment funds, financial services and fintech, and distribution and sales agency agreements. In addition, Adv. Benjamin possesses expertise in private international law, specifically international jurisdiction, choice of law, and international arbitration.

Adv. Benjamin also advises and represents companies and executives regarding insolvency issues and works with local counsel when firm clients litigate or arbitrate outside of Israel.

Adv. Benjamin's clients include Israeli and foreign companies active in the hi-tech, finance (fintech), aviation, automotive and defense sectors.

Adv. Benjamin served in the past on the audit committee of the Association for Civil Rights in Israel.

Education

LL.M. (magna cum laude), Tel Aviv University in cooperation with the University of California, Berkeley, 2008

M.A. (magna cum laude), History, Tel Aviv University, 1999

LL.B., Tel Aviv University, 1997

B.A. (magna cum laude), History and International Relations, Brown University, 1988

Member

Israel Bar Association, 1997

David Cohen

Partner,
Real Estate, Planning
and Construction
Department



Adv. David Cohen has years of experience in commercial and real estate law.

Adv. Cohen regularly advises Israeli and foreign individuals and companies in a variety of real-estate transactions, including large scale acquisitions, sales, leases, joint ventures and development projects.

Adv. Cohen represents some of the largest multinational companies worldwide in their real estate transactions in Israel. As a native English speaker, he is instrumental in his ability to communicate the intricacies of Israeli real property law to foreign investors and businesses interested in entering the Israeli market.

In addition, Adv. Cohen provides ongoing advice to clients on complex legal issues related to real-property law, ranging from conveyance, registration and zoning matters to project finance, tax and dispute resolution. Adv. Cohen also advises clients on real-estate aspects of due diligence processes in public offerings, joint ventures and M&A transactions.

Adv. Cohen joined our firm in 2007 as an associate and was named partner in 2017.

Education

LL.B, Hebrew University, Jerusalem, 2003
B.A. Philosophy, Hebrew University, Jerusalem, 2003

Member

Israel Bar Association, 2004

EXHIBIT B

Potential Parties In Interest

A. Gestetner Family Trust
Adi Vendriger
Ajax Mortgage Loan Trust 2021-D, Mortgage-Backed Securities, Series 2021-D, by U.S. Bank National Association, as Indenture Trustee
Avraham Averman
Bank of America
Barbara Klein
Barclays Bank Delaware
Barry Rifken
California Bank & Trust
Chase Card Services
Chase Doe (renter)
Chase Mortgage
Citibank
COO Mortgage Corp
Dan Hotels
Erica Vago
Erika Noemi Klein (deceased)
Fattal Hotels
Fay Servicing LLC
Fiore Racobs & Powers c/o Palm Springs County Club HOA
Franklin Menlo
Gestetner Charitable Remainder Unitrust
Isaac Kirzner (deceased)
Jacob Rummitz (renter)
James Allen Norton (squatter)
Jeffrey Siegel, Successor Trustee of the Hubert Scott Trust
Joseph Chase Rivera (renter)
Joseph Vago
Judith Bittman (deceased)
Leonardo Plaza Jerusalem Hotel
Leslie Klein
Leslie Klein & Associates
Life Capital Group, LLC
Life Capital Group, LLC
Los Angeles County Tax Collector
M. Firon & Co.
Moshe Rubnitz (renter)
MRC/Untied Wholesale M
Oldman, Cooley and Sallus
Reem J Bello
Robert & Esther Mermelstein
Robert P Goe
S. Friedman (Abramson & Co.)
Sandra Layton (renter)
Selene Finance
Shay Bar Nir
Shellpoint Mortgage Servicing
Sondra "Sandy" Leyton (renter)
Toyota Financial Services
U.S. Bank, N.A., as Trustee for Velocity Commercial Capital Loan Trust 2018-2
Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but
as trustee for Pretium Mortgage Acquisition Trust
Winter Dejer (squatter)

EXHIBIT C

Engagement Agreement



Goldfarb Seligman
Law Offices | Established 1930

GROSS GKH
—LAW FIRM—

GOLDFARB GROSS SELIGMAN & CO.

Merged as of January 2023

September 5, 2023

Bradley D. Sharp, Chapter 11 Trustee
c/o Mr. Jeffrey W. Dulberg, Esq.
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
USA

Via email

Re: Engagement for Legal Services

Dear Mr. Dulberg,

Goldfarb Gross Seligman & Co. appreciates the opportunity to represent Bradley D. Sharp, Chapter 11 Trustee in connection with the bankruptcy case of Mr. Leslie Klein (the "**Services**").

Our proposed fee arrangement is as follows:

As customary, our fees will be computed on an hourly basis in accordance with our firm's schedule of hourly rates as in effect from time to time. As of today, our hourly billing rates range from US \$450 to US \$750 for partners, from US \$310 to US \$500 for Senior Counsel, from US \$250 to US \$390 for Associates and US \$160 for apprentices (stagiaires). We are customarily charging clients based on quarters (1/4) of an hour. Please note that our services are subject to VAT (currently, 17%) and our hourly rates are subject to adjustment from time to time by the firm..

Invoices are usually charged on a monthly basis for the preceding month, although expenses may be charged at a later stage.

Our engagement shall be governed by the General Terms of Engagement for Provision of Legal Services attached hereto as Exhibit A.

- 2 -

Kindly acknowledge your consent to this letter by signing at the bottom where indicated and returning a copy to us.

Once again, we appreciate the opportunity to provide legal services to Bradley D. Sharp, Chapter 11 Trustee, and we look forward to working with you.

Very truly yours,

Shirin H. Herzog, Partner

Goldfarb Gross Seligman & Co.

Acknowledged and accepted:

BRADLEY D. SHARP, CHAPTER 11 TRUSTEE

By: _____

Name: _____

Date: _____



Goldfarb Seligman
Law Offices | Established 1930

GROSS GKH
—LAW FIRM—

GOLDFARB GROSS SELIGMAN & CO.

Merged as of January 2023

Exhibit A - General Terms of Engagement for Provision of Legal Services

1. **Scope of Engagement.** Our firm will represent you in the matter specified in our letter dated September 5, 2023 (the "**Services**"; the "**Engagement Letter**", respectively), and if you retain us to perform further or additional services, such services will be provided subject to these and any supplemental terms of engagement that we may agree upon in writing at the time such further or additional services are requested. In all matters in which we represent you, we will provide services of a strictly legal nature (which will not include advice on tax-related issues or the tax implications of any course of action, unless explicitly agreed to in writing); and it is understood that you will not be relying on us for any business, financial or accounting advice or to assess or vouch for the character or creditworthiness of any third person. You, solely, are responsible for any business or financial decisions which you make. Unless otherwise expressly agreed to in writing, our services are provided solely for your benefit and we do not accept any responsibility to anyone else, including any affiliates or advisers of yours. Our legal advice will be limited to the laws of the State of Israel.

2. **Fees.** Our fees will be as provided in the Engagement Letter.

3. **Expenses.** In addition to our fees for the Services, we will be entitled to payment or reimbursement for expenses and costs (if any) incurred by us in the provision of the Services, such as outside translating, computer-based legal research, expert opinions, photocopying, messenger service, communication costs, travel costs, expenses that we incur while away from our office on your behalf, court costs and filing fees. The payment or reimbursement of such expenses and costs by you to us is also subject to VAT (unless the expenses and costs are not subject to Israeli VAT, such as in the case of expenses incurred abroad or airline tickets). It may not be possible for our firm to advance substantial charges of others, in which case such charges will be billed directly to you, or we will ask you to wire the required funds to our trust account so that we can pay the charges on your behalf.

4. **Manner of Payment.** We generally issue detailed bills on a monthly basis. These bills include our fees and disbursements as described above. While we make every effort to include all disbursements in the bill for the period in which they were incurred, some costs

- 2 -

(such as outside vendor expenses) are not available at the time of billing and must therefore be included in a later bill. Our bills to you will generally be denominated in US Dollars, yet items denominated in New Israel Shekels (NIS) may be paid in U.S. Dollars, at the Bank of Israel official rate of exchange on the date of payment. Statements will be sent to you via email. Our bills are due and payable no later than 30 days from delivery thereof. We reserve the right to impose an interest charge on bills outstanding for more than 45 days, and we apply all payments we receive to our oldest outstanding bill. In the event that some or all of our fees might be subject to payment by a third party (such as an insurance company or a different party in a transaction), we regard you, our client, as solely responsible for the payment of our fees, and we will not look to the third party for such payment.

5. **Conflicts.** In light of the size and scope of our firm's practice, it is not unusual for the firm to be asked by one client to undertake a representation that is adverse to another client that we represent. In such circumstances, it is generally our practice to either decline the representation if it involves litigation, or to erect an "Ethical Wall" within the firm to resolve potential issues, or to seek the consent of the clients involved. Should such a situation come to our attention, we would promptly consult with you. We would anticipate that if we sought your consent under such circumstances, you would respond favorably unless you concluded, after due consideration, that you have a significant concern that our acceptance of the representation of the other client will materially prejudice your interest in light of our specific internal knowledge of your business and affairs and notwithstanding our creation of an "Ethical Wall". In addition, if we are not representing you in a matter in which you and another client of ours have direct adverse interests, and that matter is not substantially related to a matter on which we are engaged by you, you agree that we may represent the other client. Additionally, we ask you to confirm that our representation of you under this engagement does not prevent us from advocating positions for other clients in any judicial, legislative, administrative or other proceeding that may differ from positions that you, or we on your behalf, may have taken or might take in the future.

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6. **Term and Termination; Disposal of Archived Materials; Communication**

The term of our engagement will be deemed to have terminated upon the completion of the Services described in Section 1. Our engagement may be terminated at any time either by you for any or no cause or by us if you fail to honor the terms of this letter or if, in our professional judgment, we are unable to continue the representation consistent with our ethical obligations. Upon the completion of the Services, or the earlier termination thereof as described in the immediately-preceding sentence, our attorney-client relationship will end unless we agree to continue our services on another matter, and, unless we otherwise agree in writing, we will have no continuing obligation to advise you or notify you on any matter (including, without limitation, notification of any date or deadline by which you are required or permitted to take or refrain from taking any action to protect or exercise any legal right). Any such termination will not affect our right to be paid all our previously incurred but unpaid fees, expenses and disbursements, in accordance with this letter.

You agree that we may dispose of all files, documents and other archived materials pertaining to the Services ("**Archived Materials**") at any time after five (5) years have elapsed from the termination of the Services, unless we are required to maintain the Archived Materials for a longer period of time or otherwise act in connection therewith under Israeli law. You reserve the right to request, at any time before disposal of the Archived Materials, copies of any materials that were provided to us by you or that constitute attorney-client work product (the cost of such copying to be borne by you). You recognize that our lawyers may, in exercising their judgment while working on a matter, discard certain documents, such as interim drafts, the retention of which they do not believe to be significant to the protection of the client's interest.

In the course of our work, we may communicate with you using e-mail or other means of internet, and we will do so on the basis that you accept the risks (including but not limited to the security risk of interception of or unauthorized access to such communications and the risk of 'viruses'), and the fact that the communication is conducted in an unencoded form.

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7. **Confidentiality.** Subject to any legal or professional requirements prevailing in Israel, we owe a duty of confidentiality to all our clients, and accordingly we will not disclose any documents or information in our possession concerning you or the Services, if doing so might be a breach our duty of confidentiality. The foregoing notwithstanding, you acknowledge that we may disclose your confidential information if and to the extent that: (a) such disclosure is required by applicable law; (b) such disclosure is authorized by you; (c) such disclosure is permitted by the professional rules applicable to lawyers practicing in Israel; or (d) our insurers or other advisors require us to provide details of any matter or matters on which we are acting or have acted for you. Additionally, our acting pursuant to the "Marketing" clause below shall not be deemed a breach of our duty of confidentiality. In instances in which we represent a corporation, partnership or other legal entity, our attorney-client relationship is with, and this duty of confidentiality is owed only to, such entity, and not to the entity's parent or subsidiary corporations nor to its shareholders, directors, officers, employees or partners. You hereby confirm your understanding that by sharing with third parties legal advice or internal drafts you have received from us, you will jeopardize the attorney-client privilege of such advice or document and under certain circumstances doing so may jeopardize the privilege in general.

8. **Marketing.** You agree that we may list you as a client in our marketing materials and note the general nature of the matter(s) in which we have represented you. We will of course preserve any confidential information obtained during the course of the Services, as described above.

9. **General.** This letter constitutes the entire understanding between us and supersedes all prior understandings, written or oral, relating to its subject matter, and any change thereto must be made or confirmed in writing.

10. **Governing Law; Arbitration**

This letter shall be governed by and interpreted in accordance with the laws of the State of Israel, regardless of the conflict-of-laws rules and provisions thereof.

Any dispute arising out of or in connection with this letter, the Services or further or other services provided by us to you, shall be referred to and finally resolved by arbitration

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under the Rules of Arbitration of the **Israeli Institute of Commercial Arbitration**, by one arbitrator appointed in accordance with the said Rules. The arbitrator shall be an Israeli Advocate (licensed by the Israeli Bar Association to practice law in Israel), who is not a retired judge. The seat of arbitration shall be Tel Aviv, Israel, and the language of the arbitration proceedings shall be English. The arbitrator shall be bound by the substantive laws of the State of Israel, but shall not be bound by the rules of evidence and procedure applicable in Israeli court proceedings. The parties shall maintain full confidentiality of the arbitration proceedings.

Main Document Page 29 of 38
PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
10100 Santa Monica Boulevard, 13th Floor, Los Angeles, California 90067

A true and correct copy of the foregoing document entitled (*specify*): **CHAPTER 11 TRUSTEE'S APPLICATION TO EMPLOY THE LAW OFFICES OF GOLDFARB GROSS SELIGMAN & CO. AS SPECIAL LITIGATION AND REAL ESTATE COUNSEL EFFECTIVE AS OF SEPTEMBER 12, 2023; DECLARATION OF JEREMY BENJAMIN IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **September 20, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **September 20, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **September 20, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Via Federal Express

Honorable Sandra R. Klein
 United States Bankruptcy Court/Central District of California
 Edward R. Roybal Federal Building and Courthouse
 255 E. Temple Street, Suite 1582 / Courtroom 1575
 Los Angeles, CA 90012

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 20, 2023 Myra Kulick
Date *Printed Name*

/s/ Myra Kulick
Signature

SERVICE LIST

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)

- Simon Aron saron@wrsllawyers.com, moster@wrsllawyers.com
- Reem J Bello rbello@goeforlaw.com, kmurphy@goeforlaw.com
- Ron Bender rb@lnbyg.com
- Michael Jay Berger michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com; michael.berger@ecf.inforuptcy.com
- Greg P Campbell ch11ecf@aldridgepite.com, gc@ecf.inforuptcy.com; gcampbell@aldridgepite.com
- Baruch C Cohen bcc@BaruchCohenEsq.com, paralegal@baruchcohenesq.com
- Theron S Covey tcovey@raslg.com, sferry@raslg.com
- Jeffrey W Dulberg jdulberg@pszjlaw.com
- Dane W Exnowski dane.exnowski@mccalla.com, bk.ca@mccalla.com, mccallaecf@ecf.courtdrive.com
- Robert P Goe kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com
- Michael I. Gottfried mgottfried@elkinskalt.com, cavila@elkinskalt.com, lwageman@elkinskalt.com, docketing@elkinskalt.com
- Brandon J Iskander biskander@goeforlaw.com, kmurphy@goeforlaw.com
- Michael S Kogan mkogan@koganlawfirm.com
- Marc A Lieberman marc.lieberman@flpllp.com, safaleem@flpllp.com, addy@flpllp.com
- John W Lucas jlucas@pszjlaw.com, ocarpio@pszjlaw.com
- Ron Maroko ron.maroko@usdoj.gov
- Kirsten Martinez Kirsten.Martinez@bonialpc.com, Notices.Bonial@ecf.courtdrive.com
- Steven M Mayer smayer@mayerlawla.com
- Krikor J Meshefejian kjm@lnbyg.com
- Kenneth Miskin Kenneth.M.Miskin@usdoj.gov
- Jeffrey P Nolan jnolan@pszjlaw.com
- Eric J Olson eric@ejolsonlaw.com
- Jeffrey N Pomerantz jpomerantz@pszjlaw.com
- Brian A Procel bprocel@millerbarondess.com, rdankwa@millerbarondess.com; docket@millerbarondess.com
- Joshua L Scheer jscheer@scheerlawgroup.com, jscheer@ecf.courtdrive.com
- Mark M Sharf (TR) mark@sharflaw.com, C188@ecfcbis.com; sharf1000@gmail.com; 2180473420@filings.docketbird.com
- Bradley D. Sharp (TR) bsharp@dsi.biz
- Nikko Salvatore Stevens nikko@cym.law, mandi@cym.law
- Alan G Tippie Alan.Tippie@gmlaw.com, atippie@ecf.courtdrive.com; Karen.Files@gmlaw.com, patricia.dillamar@gmlaw.com, denise.walker@gmlaw.com
- Gary Tokumori gtokumori@pmcos.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
- Michael L Wachtell mwachtell@buchalter.com
- John P. Ward jward@attleseystorm.com, ezhang@attleseystorm.com
- Brett J. Wasserman wasserman@smcounsel.com
- Alex M Weingarten aweingarten@willkie.com, lcarter@willkie.com
- Clarisse Young youngshumaker@smcounsel.com, levern@smcounsel.com
- Paul P Young paul@cym.law, jaclyn@cym.law
- Roye Zur rzur@elkinskalt.com, cavila@elkinskalt.com; lwageman@elkinskalt.com; 1648609420@filings.docketbird.com

2. SERVED BY UNITED STATES MAIL:

Peter C. Anderson, U.S. Trustee
Michael Jones, Assistant U.S. Trustee
Office of the U.S. Trustee
915 Wilshire Boulevard, Suite 1850
Los Angeles, CA 90017

Nathan Talei
Oldman, Sallus & Gold, L.L.P.
16133 Ventura Blvd., PH-A
Encino, CA 91436

Jeffrey W. Dulberg (State Bar No. 181200)
John W. Lucas (State Bar No. 271038)
PACHULSKI STANG ZIEHL & JONES LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: 310/277-6910
Facsimile: 310/201-0760
E-mail: jpomerantz@pszjlaw.com
jdulberg@pszjlaw.com
jlucas@pszjlaw.com

Counsel to Bradley D. Sharp, Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

LESLIE KLEIN,

Debtor.

Case No. Case No.: 2:23-bk-10990-SK

Chapter 11

**NOTICE OF FILING OF CHAPTER 11
TRUSTEE'S APPLICATION TO EMPLOY
THE LAW OFFICES OF GOLDFARB
GROSS SELIGMAN & CO. AS SPECIAL
COUNSEL, EFFECTIVE AS OF
SEPTEMBER 12, 2023**

[Relates to Docket No. 370]

[No Hearing Required]

**TO THE HONORABLE SANDRA R. KLEIN, UNITED STATES BANKRUPTCY JUDGE,
THE DEBTOR, THE OFFICE OF THE UNITED STATES TRUSTEE, AND ALL PARTIES
REQUESTING SPECIAL NOTICE:**

PLEASE TAKE NOTICE that Bradley D. Sharp, the duly appointed, authorized and acting chapter 11 trustee (the "Trustee") in the above-captioned bankruptcy case (the "Case") of Leslie Klein, has filed its application (the "Application") [Docket No. 370] to employ the Law Office of Goldfarb Gross Seligman & Co. (the "Firm") as special counsel, effective as of September 12, 2023,

The Trustee seeks Court approval to retain the Firm, effective as of September 12, 2023, primarily to advise him with respect to the estate's assets and the Debtor's financial affairs in Israel. This advice may include, but not be limited to, recognition of the Debtor's bankruptcy proceeding in Israeli courts, assisting with the monetization of real property assets as reflected in the Debtor's

1 bankruptcy schedules, and investigating whether and to what extent the estate holds other claims or
2 assets in Israel.

3 **PLEASE TAKE FURTHER NOTICE** that subject to the provisions of the Bankruptcy
4 Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the United States Trustee Guidelines, and
5 this Court's rules, the Trustee proposes to pay the Firm its customary hourly rates in effect from time
6 to time and to reimburse the Firm according to its customary reimbursement policies. The Firm's
7 current hourly rates range from \$450-\$750 for partners, \$310 - \$500 for senior counsel, \$250 - \$390
8 for associates, and \$160 for apprentices.

9 **PLEASE TAKE FURTHER NOTICE** that the Firm has not received any retainer in
10 connection with this case and it is contemplated that the Firm may seek interim compensation during
11 the case as permitted by sections 330 and 331 of the Bankruptcy Code and Bankruptcy Rule 2016.
12 The Firm understands that its compensation in the case is subject to the prior approval of the Court.
13 No compensation will be paid except upon application to and approval by the Court after notice and
14 a hearing in accordance with sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016,
15 and Local Bankruptcy Rule 2016-1.

16 **PLEASE TAKE FURTHER NOTICE** that pursuant to Local Bankruptcy Rule 2014-1(b),
17 a hearing is not required in connection with the Application unless requested by the United States
18 Trustee, a party in interest, or otherwise ordered by the Court. Pursuant to Local Bankruptcy Rule
19 2014-1(b)(3)(E), any response to the Application and request for hearing must be in the form
20 prescribed by Local Bankruptcy Rule 9013-1(f)(1) and must be filed with the Court and served upon
21 the Trustee, its counsel, and the United States Trustee no later than fourteen days from the date of
22 service of this notice. A copy of the Application may be obtained by contacting Beth
23
24
25

26 *[Remainder of Page Intentionally Left Blank]*
27
28

Dassa, Paralegal, Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Boulevard, 13th Floor,
Los Angeles, CA 90067, Telephone: (310) 277-6910, Facsimile (310) 201-0760, email:
bdassa@pszjlaw.com.

Dated: September 20, 2023

PACHULSKI STANG ZIEHL & JONES LLP

By /s/ Jeffrey W. Dulberg
Jeffrey W. Dulberg

Counsel to Bradley D. Sharp, Chapter 11
Trustee

Main Document Page 84 of 87
PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
10100 Santa Monica Boulevard, 13th Floor, Los Angeles, California 90067

A true and correct copy of the foregoing document entitled (specify): **NOTICE OF FILING OF CHAPTER 11 TRUSTEE'S APPLICATION TO EMPLOY THE LAW OFFICES OF GOLDFARB GROSS SELIGMAN & CO. AS SPECIAL COUNSEL, EFFECTIVE AS OF SEPTEMBER 12, 2023** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) **September 20, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

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3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) **September 20, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Via Federal Express

Honorable Sandra R. Klein
 United States Bankruptcy Court/Central District of California
 Edward R. Roybal Federal Building and Courthouse
 255 E. Temple Street, Suite 1582 / Courtroom 1575
 Los Angeles, CA 90012

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 20, 2023

Myra Kulick

/s/ Myra Kulick

Date

Printed Name

Signature

SERVICE LIST

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)

- Simon Aron saron@wrsllawyers.com, moster@wrsllawyers.com
- Reem J Bello rbello@goeforlaw.com, kmurphy@goeforlaw.com
- Ron Bender rb@lnbyg.com
- Michael Jay Berger michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com; michael.berger@ecf.inforuptcy.com
- Greg P Campbell ch11ecf@aldridgepite.com, gc@ecf.inforuptcy.com; gcampbell@aldridgepite.com
- Baruch C Cohen bcc@BaruchCohenEsq.com, paralegal@baruchcohenesq.com
- Theron S Covey tcovey@raslg.com, sferry@raslg.com
- Jeffrey W Dulberg jdulberg@pszjlaw.com
- Dane W Exnowski dane.exnowski@mccalla.com, bk.ca@mccalla.com, mccallaecf@ecf.courtdrive.com
- Robert P Goe kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com
- Michael I. Gottfried mgottfried@elkinskalt.com, cavila@elkinskalt.com, lwageman@elkinskalt.com, docketing@elkinskalt.com
- Brandon J Iskander biskander@goeforlaw.com, kmurphy@goeforlaw.com
- Michael S Kogan mkogan@koganlawfirm.com
- Marc A Lieberman marc.lieberman@flpllp.com, safa.saleem@flpllp.com, addy@flpllp.com
- John W Lucas jlucas@pszjlaw.com, ocarpio@pszjlaw.com
- Ron Maroko ron.maroko@usdoj.gov
- Kirsten Martinez Kirsten.Martinez@bonialpc.com, Notices.Bonial@ecf.courtdrive.com
- Steven M Mayer smayer@mayerlawla.com
- Krikor J Meshefejian kjm@lnbyg.com
- Kenneth Miskin Kenneth.M.Miskin@usdoj.gov
- Jeffrey P Nolan jnolan@pszjlaw.com
- Eric J Olson eric@ejolsonlaw.com
- Jeffrey N Pomerantz jpomerantz@pszjlaw.com
- Brian A Procel bprocel@millerbarondess.com, rdankwa@millerbarondess.com; docket@millerbarondess.com
- Joshua L Scheer jscheer@scheerlawgroup.com, jscheer@ecf.courtdrive.com
- Mark M Sharf (TR) mark@sharflaw.com, C188@ecfcbis.com; sharf1000@gmail.com; 2180473420@filings.docketbird.com
- Bradley D. Sharp (TR) bsharp@dsi.biz
- Nikko Salvatore Stevens nikko@cym.law, mandi@cym.law
- Alan G Tippie Alan.Tippie@gmlaw.com, atippie@ecf.courtdrive.com; Karen.Files@gmlaw.com, patricia.dillamar@gmlaw.com, denise.walker@gmlaw.com
- Gary Tokumori gtokumori@pmcos.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Michael L Wachtell mwachtell@buchalter.com
- John P. Ward jward@attleseystorm.com, ezhang@attleseystorm.com
- Brett J. Wasserman wasserman@smcounsel.com
- Alex M Weingarten aweingarten@willkie.com, lcarter@willkie.com
- Clarisse Young youngshumaker@smcounsel.com, levern@smcounsel.com
- Paul P Young paul@cym.law, jaclyn@cym.law
- Roye Zur rzur@elkinskalt.com, cavila@elkinskalt.com; lwageman@elkinskalt.com; 1648609420@filings.docketbird.com

2. SERVED BY UNITED STATES MAIL:

Peter C. Anderson, U.S. Trustee
Michael Jones, Assistant U.S. Trustee
Office of the U.S. Trustee
915 Wilshire Boulevard, Suite 1850
Los Angeles, CA 90017

Nathan Talei
Oldman, Sallus & Gold, L.L.P.
16133 Ventura Blvd., PH-A
Encino, CA 91436

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
10100 Santa Monica Blvd., Suite 1300, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled: **DECLARATION THAT NO PARTY REQUESTED A HEARING ON MOTION [LBR 9013-1(o)(3)]** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* 10/09/2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On *(date)* _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* 10/09/2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Via FedEx
Hon. Sandra R. Klein
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1582
Los Angeles, CA 90012

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

10/09/2023
Date

Nancy H. Brown
Printed Name

/s/ Nancy H. Brown
Signature

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

1. TO BE SERVED BY THE COURT VIA NEF:

- **Simon Aron** saron@wrslawyers.com, moster@wrslawyers.com
- **Reem J Bello** rbello@goeforlaw.com, kmurphy@goeforlaw.com
- **Ron Bender** rb@lnbyg.com
- **Michael Jay Berger** michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com; michael.berger@ecf.inforuptcy.com
- **Greg P Campbell** chl1ecf@aldridgepite.com, gc@ecf.inforuptcy.com; gcampbell@aldridgepite.com
- **Baruch C Cohen** bcc@BaruchCohenEsq.com, paralegal@baruchcohenesq.com
- **Theron S Covey** tcovey@raslg.com, sferry@raslg.com
- **Jeffrey W Dulberg** jdulberg@pszjlaw.com
- **Dane W Exnowski** dane.exnowski@mccalla.com, bk.ca@mccalla.com, mccallaecf@ecf.courtdrive.com
- **Robert P Goe** kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com
- **Michael I. Gottfried** mgottfried@elkinskalt.com, cavila@elkinskalt.com, lwageman@elkinskalt.com, docketing@elkinskalt.com
- **Brandon J Iskander** biskander@goeforlaw.com, kmurphy@goeforlaw.com
- **Michael S Kogan** mkogan@koganlawfirm.com
- **Marc A Lieberman** marc.lieberman@flpllp.com, safa.saleem@flpllp.com, addy@flpllp.com
- **John W Lucas** jluucas@pszjlaw.com, ocarpio@pszjlaw.com
- **Ron Maroko** ron.maroko@usdoj.gov
- **Kirsten Martinez** Kirsten.Martinez@bonialpc.com, Notices.Bonial@ecf.courtdrive.com
- **Steven M Mayer** smayer@mayerlawla.com
- **Krikor J Meshefejian** kjm@lnbyg.com
- **Kenneth Miskin** Kenneth.M.Miskin@usdoj.gov
- **Jeffrey P Nolan** jnolan@pszjlaw.com
- **Eric J Olson** eric@ejolsonlaw.com
- **Jeffrey N Pomerantz** jpomerantz@pszjlaw.com
- **Brian A Procel** bprocel@millerbarondess.com, rdankwa@millerbarondess.com; docket@millerbarondess.com
- **Joshua L Scheer** jscheer@scheerlawgroup.com, jscheer@ecf.courtdrive.com
- **Mark M Sharf (TR)** mark@sharfllaw.com, C188@ecfcbis.com; sharf1000@gmail.com; 2180473420@filings.docketbird.com
- **Bradley D. Sharp (TR)** bsharp@dsi.biz
- **Nikko Salvatore Stevens** nikko@cym.law, mandi@cym.law
- **Alan G Tippie** Alan.Tippie@gmlaw.com, atippie@ecf.courtdrive.com; Karen.Files@gmlaw.com, patricia.dillamar@gmlaw.com, denise.walker@gmlaw.com
- **Gary Tokumori** gtokumori@pmcos.com
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov
- **Michael L Wachtell** mwachtell@buchalter.com
- **John P. Ward** jward@attleseystorm.com, ezhang@attleseystorm.com
- **Brett J. Wasserman** wasserman@smcounsel.com
- **Alex M Weingarten** aweingarten@willkie.com, lcarter@willkie.com
- **Clarisse Young** youngshumaker@smcounsel.com, levern@smcounsel.com
- **Paul P Young** paul@cym.law, jaclyn@cym.law
- **Roye Zur** rzur@elkinskalt.com, cavila@elkinskalt.com; lwageman@elkinskalt.com; 1648609420@filings.docketbird.com